

		serve only to show the position of the claimed bulbous end.	
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Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

a. using the Pencil Grip Trademark or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Pencil Grip product or not authorized by Pencil Grip to be sold in connection with the Pencil Grip Trademark;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Pencil Grip product or any other product produced by Pencil Grip, that is not Pencil Grip's or not produced under the authorization, control, or supervision of Pencil Grip and approved by Pencil Grip for sale under the Pencil Grip Trademark;

c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Pencil Grip, or are sponsored by, approved by, or otherwise connected with Pencil Grip; and

d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner,

products or inventory not manufactured by or for Pencil Grip, nor authorized by Pencil Grip to be sold or offered for sale, and which bear any of Pencil Grip's trademarks, including the Pencil Grip Trademark, or any reproductions, counterfeit copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Wish US Holdings, LLC ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the Pencil Grip Trademark; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Pencil Grip Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Pencil Grip product or not authorized by Pencil Grip to be sold in connection with the Pencil Grip Trademark.

3. Upon Pencil Grip's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Pencil Grip Trademark.

4. Under 15 U.S.C. § 1117(c)(2), Pencil Grip is awarded statutory damages from each of the Defaulting Defendants in the amount of Fifty Thousand Dollars (\$50,000) for willful use of counterfeit Pencil Grip Trademark on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), eBay, Inc., Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 6 above) or other of Defaulting Defendants’ assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Inc., Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to Pencil Grip as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Inc., Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to Pencil Grip the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until Pencil Grip has recovered full payment of monies owed to it by any Defaulting Defendant, Pencil Grip shall have the ongoing authority to commence supplemental proceedings under Rule 69 of the Federal Rules of Civil Procedure.

8. If Pencil Grip identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Pencil Grip may send notice of any supplemental


proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Docket 23 and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The Ten-Thousand Dollar (\$10,000) suretybond posted by Pencil Grip is hereby released to Pencil Grip or its counsel, Rishi Nair, Keener and Associates, P.C. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Pencil Grip or its counsel.

This is a Final Judgment.

SO ORDERED in No. 24-cv-04785.

Date: October 16, 2024



JOHN F. KNESS
United States District Judge

Schedule A

#	<u>Seller Name</u>	<u>Seller ID</u>	<u>Email</u>
2	AF25AGZ7A	A18QY24D4DDEJE	af25agz7a@outlook.com
3	Alldriey	A1HS09U6Q75IA0	1744188081@qq.com
4	andyshop	A2K1PPEPTURFIW	gaofengyingxt@163.com
5	Annetech	A1VUOM8N8YUFC7	angellastore@outlook.com
8	AnYaoUK	A2RIF5VC3Z0RKL	anyaouk@outlook.com
21	Bomach	A2VCQ9HN8WVIM8	va1560@163.com
25	CHEN JIA JING	A20SCSXZ7FZP8V	2468250559@qq.com
28	Contnary-US	A23DYNAHKJZXO	contnary@sina.com
29	Coogifts	A31H4U9P8VRYT7	admin@amazon-coogifts.com
31	CUCUDAI	AI0IP3FAFMZLH	djisewpoespkf@2980.com
33	DAWEIF	a8cgwahg7q996	tl57999722weigua@163.com
34	DONGPACHUSHANGMAO	A2JRGK545PH87B	dongpachushangmao@outlook.com
36	Easytree	a32nuesd0frx97	yeh_us@163.com
39	FeiShare	A3H2V7RHCLAB8F	feixiang1901@163.com
40	FEIYIMAOYI	A2ZSWQJM2P0M44	feiyimaoyi@outlook.com
42	Firesara-US	AZ70H1JRRN4T0	amazus@126.com
46	Galaxlon	A2XWVPIU9XXE7C	galaxlon@congarlon.com
50	Gaxisolo	aqnbihytpnnqy	ckxkxgrfc@gmail.com
53	Giyujiaeu-US	ALWM7DTUW8KVB	guoyujiauk@hotmail.com
54	Greenuu	A3RGLFCR8RVZJ2	redbanana168@163.com
55	guangzhouchunlukejixia ngongsi	A2E8AA6V74V6B7	wangyeye56@yeah.net
56	GuangZhouDaiXingMaoYi YouXianGongSi1	ADQ26UAVSXRFO	luozhipeng20020501@outlook.com
61	HUAI CHAO	A25FNUIVEPEJAX	huaichao0001@163.com
64	idealcoldbrew	A34YUB0X7NZIPC	bigbrotherstone@163.com
65	invisiblesecret	A2GS7Z2UCT85LF	jest979712@aliyun.com
67	jianshengjiankang	AE63O6CHL1ZR6	jianshengjk@outlook.com
68	jjshxbhsh	A1ZEURPPCW6YRG	a548453365@163.com
69	JJYPet	A3C3LJLCCULO9B	lucy@jinjiangyi.com
73	Laiyukejiyouxiangongsi	A3DLQ5JH0HQEVM	br1020ukvf1846@163.com
75	Lianyingqichebaihuo	A3VTLAU1W5OKZN	huahe7739@163.com
78	lin yi tao	A1AJ2TSCIFI8J3	dont2settle@163.com
80	LLZX	AOSYGIEE3LZG0	jbd22lihailuan@126.com
82	lubenjoystech	A1UO22FIYH1BLV	qs57639336gang@163.com
83	LZYâ€• US STOREâ€•	A2YS4XUPTXALPG	tcz835818@163.com
84	macrovava	A24MUYZEHV6EW	marcysax@126.com
88	MMBU	A3F89QXS5FHUHR	mmbdzus@163.com
90	Mysishop	A1QPW6YICEXB9D	newmimak150@gmail.com
92	NingboFantai	AERVQ47CNXGWN	sunny.he@nbmirage.com

93	OCTOPI	A19LX5SXFMBVXT	qq979845869@163.com
97	Peach ideal	A2VCAI1DK9DI6E	18439596130@163.com
98	Peiiwdc	A24PUR2PIG43A9	swenbend@2980.com
99	pengheva-US	AKJZ58194A5Q0	eqkzmx382j@outlook.com
100	PersimmonD	A1UPWWJ39I3VTJ	lalrrham@esdndora.com
102	pxzyzr	A2SHGDZRXLFE9T	pengyou965en@outlook.com
104	Rhfemd	A1MNI93HCBWIFA	fgbfyhghf@163.com
106	ruikelindianzishangwu	APUX2IS0CDVCI	921780113@qq.com
108	SAUJNN	AW36KNT48V0J2	chenyufenus1997@163.com
109	Scafiv	A14U3TE0RQVIJ	m13685512507@yeah.net
110	SDTYLTGJ	A2UJ2IPOCPJ2O8	1334366228@qq.com
112	SGTJ9485-US	A2B10K08N958V	zhilingongyi@hotmail.com
115	Shuxiwo-US	AMM15Z4NWJQUP	womenbugaia@outlook.com
118	TACYKIBD	A2813448XJ9WV6	xuds60@163.com
119	Tanabata a	A3BM1C9KFNWYCN	einonrry@goasrris.com
120	TINGWENMAOYI	A1LY9H39H0IEDN	tingwenmaoyi@outlook.com
121	Tootye us	A3A9O9KCD6WLH6	pfglgkflkf@hotmail.com
124	Verhasa	A2LQA0GPO5HG67	vedharshan@perura.com
129	WEIä• US STOREä€‘	A2TH1M7OUGYRQE	nana909793@outlook.com
130	weideriyongbaihuo301	A3I7WR3M9WO29U	buliaolzhi4@163.com
134	Wlanhejio-US	A3P0EVR9M39XQM	hisipaow@sina.com
137	WYPKAD	AT0OQJ8JYBWYG	13850472919@163.com
140	YANGSUS	a32kdik5r7fb1v	apupdyq@163.com
141	Yeyetee	A8JLWEM38K81Z	arthurrein@outlook.com
142	yinlu dianzi	A2U1FP10XEEZXV	verolanier@paulut.com
143	ymxkybhd	A1FU50G374US1X	13523608678@163.com
148	Ywengouy	A3IT24HRDDJ1S5	rx147745be@sina.com
150	zhengzhoushiguanchenghui zuquhongmabaihuodian	A2CL718B4VB9GW	115988958250@163.com
151	Zhi YUan	A121C45GHQWXEK	izscgq286@163.com
153	ZHOU LULU	A16JC4X2FS9WKM	zhou15023188007@163.com
155	Zouing-US	A37TT6LI3K63LP	guangzhoumingyu@outlook.com
157	besgohouseware	21280399	besgohome@outlook.com
158	byfw	21800646	charger99@126.com
159	easy_deal	20329606	chwsong88@yahoo.com
160	fxug	21800495	yunht2017@126.com
161	hairhealthshop	21766669	year@bde.net.cn
162	ifashion89	21084854	402847696@qq.com
163	jimmyliumasks	14028171	jim1980@126.com
164	keeg Store	21814889	3338238120@qq.com
165	kupb	21800638	charger99@126.com
166	kxingshop	21634683	m16560314348@163.com
167	paronas	21635009	m16508744269@163.com

168	shenlao741	21591586	shenlao741@21cn.com
169	weddingparty	17503454	zhouxiaolin1314@163.com
170	ytlighting	21298402	2325809393@qq.com
173	Confucian household items	2580972207634	27908006@qq.com
176	Hubaok	634418210436336	kxe3352@163.com
177	HWDDQ toys	634418211573395	1454122087@qq.com
178	ii buy	634418211467358	1345253593@qq.com
181	KARLEYE	6135614786203	663620556@qq.com
183	KJTe Bro	17347068339	2429319762@qq.com
194	SimpleLuckyLife	6164913917571	wgm5188@126.com
195	Starlight General Merchandise	634418211197146	2667384225@qq.com
199	yanruxi	634418212265444	312677351@qq.com
200	ZZR	634418213088216	2704097629@qq.com